

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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White Beech SNC, LLC,

Plaintiff,

-against-

Petróleos de Venezuela, S.A. and  
PDVSA Petróleo, S.A.,

Defendants.  
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Case No.: 18-cv-4148 (JAV)

**DEFENDANTS' RESPONSE TO  
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

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Petróleos de Venezuela, S.A. and  
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Dated: August 13, 2025

Petróleos de Venezuela, S.A. (“PDVSA”) and PDVSA Petróleo, S.A. (“PPSA” and together with PDVSA, “Defendants”) respectfully submit this response to Plaintiff White Beech SNC, LLC’s (“White Beech”) motion for summary judgment (ECF No. 51).

Upon review of the factual record particular to this action, the Note and the Note Agreement, Defendants take the following positions regarding Plaintiff’s requested relief:

- Specific to the facts of this case, Defendants do not oppose this Court entering judgment in Plaintiff’s favor for the “outstanding principal” and “accrued interest” due under the Note and Note Agreement. ECF. No. 52 at 10.
- Plaintiff’s motion and memorandum of law do not specify the judgment amount they seek to have the Court enter. Plaintiff also failed to specify the amount of pre-judgment interest Plaintiff believes they are entitled to or how they intend to calculate pre-judgment interest. *See generally* ECF Nos. 51, 52. Therefore, Defendants reserve their rights to challenge Plaintiff’s methodology and calculations for pre-judgment interest if and when Plaintiff’s submit a proposed judgment to the Court.
- Specific to the facts of this case, Defendants do not oppose a post-judgment interest rate of 8.5% on the judgment as provided under the Note. ECF. No. 52 at 10-11; Exh. 1 at § 2.04.
- Specific to the facts of this case, Defendants do not oppose Plaintiff’s request for *reasonable* “fees, costs and expenses incurred in enforcing the Note and Note Agreement.” ECF No. 52 at 11. Defendants reserve their rights to review and challenge the amount of fees, costs, and expenses Plaintiff requests from the Court.

For the avoidance of doubt, Defendants’ lack of opposition to judgment being entered against Defendants is based on the specific facts of this case upon a review of the documentary

evidence provided. By not opposing Plaintiff's motion for summary judgment, Defendants are not agreeing to the characterization of the facts or arguments raised in Plaintiff's memorandum of law. However, in the interest of the parties' and Court's time and resources, as stated above, Defendants' will not oppose judgment being entered in Plaintiff's favor for the outstanding amount of the principal and the interest due under the Note and Note Agreement.

Respectfully submitted,

CURTIS, MALLET-PREVOST,  
COLT & MOSLE LLP

/s/ Joseph D. Pizzurro

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